

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

PAUL MALCOLM, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

NESTLE PURINA PETCARE  
COMPANY,

Defendant.

C.A. No.

**CLASS ACTION COMPLAINT**

Plaintiff, Paul Malcolm (“Plaintiff” or “Malcolm”), on behalf of himself and all others similarly situated, by and through his undersigned counsel of record, alleges the following based on his personal knowledge as to his own acts and circumstances, and upon information and belief, as to all other matters. Plaintiff’s information and belief is based on, among other things, the investigation of his attorneys, publicly available information about Defendant Nestle Purina PetCare Company (“Defendant” or “Purina”) and its Beneful dog food products, and complaints by dog owners about the effects of Purina’s Beneful products on their pets, including serious injuries and death.

**NATURE OF THE CASE**

1. Plaintiff brings this Class Action on behalf of all persons who purchased Beneful brand dog food in the four years prior to the filing of this Complaint and whose dogs became ill or died as a result of consuming Beneful brand dog food. Beneful contains substances that are

toxic to animals and that have reportedly resulted in the serious illness and death of thousands of dogs.

### **PARTIES**

2. Plaintiff Malcolm is a resident of Saugus, Massachusetts. Plaintiff purchased Beneful Healthy Weight dry dog food for his dog during the relevant time period. Plaintiff's dog consumed the Beneful Healthy Weight and became severely ill and died. As a result, Plaintiff incurred costs and expenses for the dog's care, and suffered severe emotional distress due to the loss of his dog.

3. Defendant Purina is a Missouri corporation with a principal place of business at Checkerboard Square, St. Louis, Missouri. Purina is one of the leading manufacturers of pet foods in the United States and manufactures and sells a wide variety of pet foods, including dog food sold under the brand name Beneful.

### **JURISDICTION AND VENUE**

4. This Court has diversity jurisdiction over this class pursuant to 28 U.S.C. §1332 as amended by the Class Action Fairness Act of 2005, because the matter in controversy exceeds \$5,000,000, exclusive of interest and costs, and is a class action in which some members of the class are citizens of different states than the Defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

5. This Court has personal jurisdiction over Defendant pursuant to M.G.L. c. 223A, § 3(a), because: a) Defendant regularly transacts and has transacted business in the Commonwealth of Massachusetts by selling products to Massachusetts customers; b) Defendant has committed torts within the Commonwealth of Massachusetts; c) Defendant solicits business

within the Commonwealth of Massachusetts; and d) the acts or conduct that are the subject matter of this action arose from Defendant's transaction of business in Massachusetts.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this District.

### **FACTUAL ALLEGATIONS**

#### **A. The Products**

7. Purina manufactures and sells a variety of dog foods under the brand name "Beneful," including various dry or "kibble" dog foods. This action concerns only the dry or kibble variety of foods sold under the Beneful name. These products include the following: Beneful Healthy Growth for Puppies; Beneful Healthy Radiance; Beneful Healthy Smile; Beneful Healthy Weight; Beneful IncrediBites; Beneful Original; Beneful Healthy Fiesta; and Beneful Playful Life. These products are referred to herein collectively as "Beneful" or the "Beneful Products." While Purina represents all of the Beneful Products as healthy and nutritious for dogs, certain of the Beneful Products are represented to be beneficial for specific purposes or specific types of dogs as well, such as: Beneful Healthy Radiance for a dog's coat; Beneful Healthy Smile for a dog's teeth and breath; Beneful Healthy Weight for weight control; and Beneful Healthy Growth for Puppies, for puppies.

#### **B. Defendant's Claims and Representations About Beneful**

8. At all times material and throughout the relevant time period, Purina made and continues to make various positive material representations about the health benefits and other attributes of its Beneful Products, on the product packaging, on its website and in various advertising media, including television, as illustrated by the following examples:

a) The Product Packaging and Labeling

- “100% Complete and Balanced Nutrition”
- “23 Essential vitamins & minerals”
- “At Purina, we’re unconditionally devoted to pets. We’ve dedicated over 80 years to developing the high-quality products that satisfy the needs of dogs and cats.”

b) The Website<sup>1</sup>

- “It has the complete nutrition dogs need and the taste they love.” (all Beneful products);
- “Our omega-rich, complete and balanced nutrition helps support a shiny coat and healthy skin.” (Beneful Healthy Radiance);
- “Here’s to being healthy and happy! Yes, dogs can have it all—and should!” (Beneful Original);
- “Our protein-rich blend, with real beef and egg, is made for a playful dog like yours!” (Beneful Playful Life);
- “Especially for puppies, our calcium-rich blend is made with the added goodness of real milk.” (Beneful Growth for Puppies);
- “Helps your dog maintain a healthy weight with our calorie-smart blend—with 10% fewer calories than Beneful® Original.” (Beneful Healthy Weight);
- “Our protein-rich blend, with real beef, is made with your little buddy in mind.” (Beneful IncrediBites);

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<sup>1</sup> <https://www.beneful.com/products/dry-dog-food> (last visited February 26, 2015).

- “Our vitamin-rich blend, with real chicken, helps support overall good health.” (Beneful Healthy Fiesta).

c) Television Advertising

- “Make your dog happy—choose Beneful.” (television ad)
- “Be Healthy. Healthy. Flavorful. Beneful.” (television ad)
- “Beneful keeps my dog healthy and happy.” (television ad)

**C. Allegations Relating to the Plaintiff’s Circumstances**

9. Plaintiff was the owner of a mixed-breed of American Bulldog and Rottweiler, named Ben. At the time of his tragic death on February 26, 2015, Ben was approximately 6½ years old.

10. Malcolm has been feeding Ben Beneful Healthy Weight for approximately 3-4 years. As a direct and proximate result of the consumption of Beneful Healthy Weight, Ben became ill and recently became extremely lethargic to the point that he would not move. During the night of February 25-26, Malcolm was awakened to find that Ben had collapsed. This resulted in severe physical and emotional distress to Malcolm.

11. It appeared to Malcolm that Ben had passed away, but he came to, only to collapse again. This subsequently occurred two more times, after which Malcolm managed to get Ben (weighing approximately 135 lbs.) into his vehicle and head to his veterinary hospital, Saugus Animal Hospital, 300 Broadway, Saugus, Massachusetts. However, Ben never made it alive to the hospital, as he died en route.

12. At all times relevant to the events set forth above, Malcolm was feeding Ben, and Ben was eating Beneful Healthy Weight dog food.

**D. Complaints by Others about Beneful**

13. The Internet is replete with complaints from dog owners about Beneful and the adverse effects on their dogs from consumption of Beneful, including serious injury and death. There is a definite pattern of similar symptoms and circumstances among the complaints, as illustrated by the following:

- a) “Our 100 lbs, 4-year-old American bulldog (Diesel), who has only eaten Beneful dog food, started acting sick, throwing up, peed in the house, was drinking lots of water, and stopped eating end of January 2013 on the weekend. He looked so pitiful I called the vet. They saw him on that Monday. They said they had to keep him and put him on IVs and antibiotics . . . The vet let me bring him home Thursday, thinking he'd do better at home. He didn't so I took him back the next morning and scheduled an exploratory surgery for Monday, Feb. 11<sup>th</sup> . . . His eyes were turning yellow. I spent that Saturday with him at the vets, with his IV in . . . The vet did the surgery and found a mass. Said the liver and kidneys were shutting down, and nothing they could do. I took our poor pup home and buried him.” Melinda of Elyria, OH, April 17, 2013;
- b) “Started my pup on Purina Beneful and just left the vet today because he has had diarrhea for the past two days and has been vomiting. His body is also bloated. The vet has him on three medications rights now!! Talk about expensive. I just hope my poor baby is going to be ok with the help of this medicine.” Alicia of Houston, TX, February 17, 2015;
- c) “In June 2014, my dog became severely sick. Symptoms were vomiting, bloody stool, yellow eyes, seizures, unable to walk, very thirsty and bloody nose and trouble

breathing and bloating. Pnut was only 7 going on 8. In October 2013, I had noticed his ears started getting soars[sic] and bleeding on the tips and started curling up. July 4th, took him to vet and they did tests, and his liver enzymes were bad, and Dr said his gallbladder was extended. Dr decided to do surgery and he passed away. All his organs were bad and I was in Complete shock. I can't believe you would sell this poison and all these reviews with pets dying and getting sick. I would like for something to be done. All these deaths and sickness cannot be a coincidence. I had a dead dog with a 2200 hundred dollar bill and something needs to be done!!!” Cecilia of Caldwell, ID, January 25, 2015;

- d) “Mayhem was healthy in late Dec. 2014. She started peeing in the house which was never done before. On 1/17/15 she became acting different. We took [her to] the vet on 1/19/15. She was dehydrated, she was given fluids and antibiotics. Over the next 4 days she deteriorated quickly. Today is 1/23/15 and our baby is gone. Her [sic] suffered from Pancreatitis. Her liver and kidneys shut down. We had to put her down.” Greg of Browns Summit, N.C., January 24, 2015;
- e) “Beneful dry dog food... 4 1/2 yr Rottweiler, same symptoms: urination, vomiting, bloody diarrhea, very weak. Been at the Vet now since Monday 1/19/15, on IVs & medicine. No improvement. Need class action asap to save other animals from this company Purina/Beneful. This food needs to be off ALL shelves. I stand in dog food aisle to stop people from poisoning their beloved pets. Someone, please help me stop this company. I would like to talk to everyone on these pages that has experienced the same things. I am Unable to see anyone's contact information on here. So if my

- information is visible please email me.” Patricia of Browns Summit, NC, January 23, 2015;
- f) “I fed our new pup, this Beneful puppy food and he has bloody stools and is very lethargic. He only consumed about 3/4 of a cup. Purina is supposed to be a trusted company. What are you all doing to our dogs? I will only buy an organic food from now on. I pray he gets better.” Deborah of Spruce Pine, NC, January 2, 2015;
- g) “After reading a horrific amount of complaints about Beneful I am convinced my lab was also killed by this product! I fed her Beneful for many years. At 8 yrs old she became very ill. Started vomiting and became lethargic. I took her to the vet and found her liver was failing and she had a mass in her stomach. \$1,500 later I cried for days feeling like I failed her. And now I know why!! I fed her poison!!” Kristin of Cotuit, MA, January 16, 2015;
- h) “My 8 yo male Labrador was taken to the vets office back in 11/2011. He had routine labs done and results were all normal except for his liver enzymes. They were extremely high (over 500). An Ultrasound was recommended but declined due to cost issues. I took him back 6 mo. later and the liver count was still high. I believe it was the dog food now that caused this- Beneful. We fed it to our Lab since he was about 1 y.o. He liked it and I thought nothing about it causing problems to his liver. He died on 12/23/14 due to liver failure and a mass on his spleen. I believe he would have lived longer if I had fed him a better, high quality food. I am so saddened & wish he was still here with us. Why?” Diane of Las Cruces, NM, December 29, 2014;
- i) “My dog ate this food for years. One day he woke up sick and within a few day looked terrible, under weight, wouldn't eat so we took him to the vet and he was



diagnosed with kidney failure a year ago. We are lucky we still have him but he isn't the same dog. He still looks terrible. We know it's a waiting game now with him but my point is I wrote to the company and never got a reply back. Please do not use this food. This company only wants your money and don't care about your dog!" Dawn of Bristol, PA, December 23, 2014;

- j) "Purina Beneful Healthy Weight Dog Food - My Jack Russell started throwing up daily. We had just returned from a 10-day trip having left him with a sitter, so I thought it was anxiety. However, after 6 days he was still vomiting, yellow frothy vomit. I decided to check for complaints from other dog owners about this dog food, and found almost 800 complaints. I am stopping immediately feeding him Purina products. Shame on Purina for not recalling this product!" Pam of Murrells Inlet, SC, December 10, 2014;
- k) "My dog started having what looked like seizures. His stomach would get real hard, then he would throw up (a great amt) and pant so bad, then after calming him and resting he comes out of it and is somewhat back to normal everyday. I can't afford a vet at this time. I am unemployed. I have been feeding him Beneful dry for like 1-2 years. I Googled his symptoms and it brought up the 787 reviews. After reading them, all our dogs are having similar problems. He is my baby, did this food do this to him? Why is it still on the market? Does no one care that these animals are part of our families? I am so scared now, that my dog may die from this poison. PLEASE

SOMEONE HELP OUR ANIMALS!!!! Take this food off the market.” Catherine of Philadelphia, PA, December 3, 2014.<sup>2</sup>

**E. Harmful/Toxic Ingredients in Beneful**

14. Beneful contains menadione, a controversial and harmful form of vitamin K, linked to liver toxicity, allergies and the abnormal break-down of red blood cells.<sup>3</sup>

Beneful also contains propylene glycol, which is added to the product to help preserve the moisture content. Propylene glycol, a key ingredient in newer automotive anti-freeze, is toxic and has been proven to cause a serious type of blood disease in animals called Heinz body anemia. Because of this, propylene glycol has been banned by the FDA for use in cat food.<sup>4</sup> The Association for Truth in Pet Food (“ATPF”) conducted testing of Beneful Original and found that it contained high risk levels of mycotoxins. Mycotoxins are a group of toxins produced by fungus that occurs in grains, a principal ingredient in Beneful.

15. The ATPF’s testing also revealed that the Beneful brand tested, Beneful Original, has a Risk Equivalent Quality rating of 32, where anything over 20 indicates a High Risk.<sup>5</sup> Upon information and belief, the illnesses and deaths experienced by dogs consuming Beneful as referenced herein, including Plaintiff’s dog, have been caused by the harmful and toxic ingredients in Beneful.

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<sup>2</sup> Found at <http://www.consumeraffairs.com/pets/beneful.html> (last visited February 26, 2015).

<sup>3</sup> <http://www.dogfoodadvisor.com/dog-food-reviews/beneful-dog-food-dry/> (last visited February 26, 2015).

<sup>4</sup> <http://www.dogfoodadvisor.com/red-flag-ingredients/propylene-glycol-dog-food-aid> (last visited February 26, 2015).

<sup>5</sup> <http://associationfortruthinpetfood.com/wpcontent/uploads/2015/01/PFTestInfoGraphic.jpg> (last visited February 27, 2015).

**CLASS ACTION ALLEGATIONS**

16. Plaintiff brings this action as a class action, pursuant to Fed. R. Civ. P. 23, on behalf of a class consisting of: all persons in the United States who purchased Beneful dog food during the period from February 27, 2011 through the present, and whose dog(s) suffered illness or death as a result of having consumed Beneful, causing such persons to incur costs or expenses (the “Class”).

17. Plaintiff also brings this action on behalf of a subclass of all residents of Massachusetts who purchased Beneful dog food during the period from February 27, 2011 through the present, and whose dog(s) suffered illness or death as a result of having consumed Beneful, causing such persons to incur costs or expenses (the “Massachusetts Subclass”).

18. Certification of Plaintiff’s claims for classwide treatment is appropriate because Plaintiff can prove the elements of his claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

19. **Numerosity – Fed. R. Civ. P. 23(a)(1).** The members of the Class and Massachusetts Subclass are so numerous that individual joinder of all Class members is impracticable. Plaintiff is informed and believes that there are at least thousands of purchasers of Beneful in the United States, and in Massachusetts, who have been damaged by Defendant’s conduct, as alleged herein, and who have, at a minimum, incurred expenses due to their dogs’ illness and even death after their dogs have been fed and consumed Beneful. As alleged above, there are thousands of complaints on the Internet and elsewhere from dog owners whose pets have become ill (with similar and consistent symptoms) and in some cases died as a result of having consumed Beneful. The precise number of Class members and their addresses is unknown to Plaintiff. Class members may be notified of the pendency of this action by

recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

20. **Commonality and Predominance – Fed. R. Civ. P. 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members. All Class and Subclass members purchased the Beneful products and fed them to their dogs, and the dogs all became ill, and many died, from having consumed these products. Although the symptoms, injuries and illnesses to the dogs may not have been identical throughout the Class and Massachusetts Subclass, they exhibited a pattern of similarity and consistency, which easily satisfies the commonality and predominance requirements. The common legal and factual questions in this case include, but are not limited to, the following:

- a. Whether the Beneful products contain ingredients that are toxic for dogs;
- b. Whether Plaintiff's and Class and Subclass members' dogs became ill or died as a result of having consumed Beneful;
- c. Whether Plaintiff and Class and Subclass members suffered injury as a result of their dogs having consumed Beneful;
- d. Whether Purina has been unjustly enriched as a result of the conduct complained of herein;
- e. Whether Purina engaged in false, misleading, and/or deceptive labeling, advertising, marketing and/or promotion of Beneful;
- f. Whether Plaintiff and Class members are entitled to damages, and other monetary relief and, if so, in what amount; and

- g. Whether Plaintiff and Class and Subclass members are entitled to equitable relief, including but not limited to restitution, and disgorgement of all Defendant's profits from the sale of the product.

21. **Typicality – Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of the other members of the Class and Subclass because, among other things, all Class members were comparably injured through the uniform misconduct described above, and all Plaintiff's and all Class members' claims are based on the same legal theories.

22. **Adequacy of Representation – Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate Class representative because his interests do not conflict with the interests of the other members of the Class and Subclass he seeks to represent; he has retained counsel competent and experienced in complex class action litigation; and Plaintiff intends to prosecute this action vigorously. The Class' interests will be fairly and adequately protected by Plaintiff and his counsel.

23. **Superiority – Fed. R. Civ. P. 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Purina, so it would be impracticable for Class members to individually seek redress for Purina's wrongful conduct. Even if the Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the

benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **Breach of Implied Warranty of Merchantability**

24. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

25. Defendant impliedly warrants that their Beneful Products are fit for the ordinary purpose for which the products are sold.

26. The ordinary purpose for which Defendant's Beneful Products are sold is to feed to dogs, without creating health problems for dogs.

27. Defendant breached its implied warranty of merchantability by selling dog food, the Beneful Products, that endangered the health of the dogs which consumed the products.

28. Plaintiff and members of the Class have been similarly damaged as a result of this breach of warranty.

### **COUNT II**

#### **Breach of Express Warranty**

29. Plaintiff incorporates each of the foregoing as if fully set forth herein.

30. Purina is and was at all relevant times a merchant with respect to the Beneful Products.

31. In the course of selling the Beneful Products Purina expressly warranted in writing that Beneful would provide "100% Complete and Balanced Nutrition" for dogs and that Beneful supports dogs' "overall good health."

32. Purina breached these express warranties.

33. These express warranties related to and covered qualities, health and safety of the Beneful Products that were material to Plaintiff and the Class members.

34. Plaintiff and the Class members relied upon these express warranties in purchasing the Beneful Products.

35. At the time it made these express warranties, Purina knew the purposes for which the Beneful Products were intended to be used, and warranted these products as safe and fit for such purposes.

36. At the time it made these express warranties, Purina knew or should have known that Beneful did not conform to its express representations because the Beneful Products were neither as safe or healthy nor as fit as Defendant represented.

37. Defendant nevertheless continued to market Beneful Products by means of false and misleading information as alleged herein without regard to their actual safety or fitness.

38. The Beneful Products purchased by Plaintiff and the Class did not conform to Purina's promises, descriptions, or affirmations of fact, because they are unsafe for consumption by dogs.

39. Plaintiff and the Class members have incurred damages as described herein as a direct and proximate result of Purina's failure to honor its express warranty.

40. Purina's failure to institute a class-wide recall of the Beneful Products despite the fact that it knew or should have known of the dangers of Beneful has also caused Plaintiff and the Class members to suffer additional consequential and incidental damages for which they are entitled to reimbursement.

41. As a direct and proximate result of Purina's breach of express warranties, Plaintiff and the Class have been damaged in an amount to be determined at trial.

### **COUNT III**

#### **Negligent Misrepresentation**

42. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

43. Commencing before 2011 and continuing to the present, Defendant misrepresented to Plaintiff and the Class that the Beneful Products were not only safe, but healthy for dogs. Defendant delivered this message in a number of advertising media in an effort to establish the Beneful brand as a desirable product with consumers.

44. The health and safety claims, among others, made by Defendant concerning its Beneful Products were and are false and misleading because they misrepresent the nature and qualities of the Beneful Products, and at the time Defendant made and publicized such factual claims, Defendant had no reasonable grounds for believing that the representations were true.

45. Defendant's safety and health claims were likely to deceive Plaintiff and the Class and, in fact, have actually deceived Plaintiff and the Class.

46. Plaintiff and the Class acted in reasonable reliance upon the truth of the claims made by Defendant regarding the Beneful Products and became purchasers and users thereof. As a direct and proximate result of Plaintiff's and the Class' reliance upon the claims of Defendant, Plaintiff and the Class have sustained damages.

### **COUNT IV**

#### **Untrue and Misleading Advertising under M.G.L. c. 266 § 91 (Brought on Behalf of the Massachusetts Subclass)**

47. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

48. Purina's labeling, advertising, promotion, and marketing of Beneful is untrue, deceptive, and misleading, in violation of Massachusetts General Laws., c. 266, § 91.



49. At all times relevant to this action, Purina knew, or could, upon reasonable investigation, have ascertained that its labeling, advertising, marketing, and promotion of its Beneful products was untrue, deceptive, and misleading.

50. Purina's untrue, deceptive and misleading labeling, advertising, marketing and promotion of its Beneful products has continued throughout the Class Period, and is continuing as of the present date.

51. As a purchaser of Beneful who were injured by Purina's false and misleading advertising (in that Plaintiff and the other Massachusetts Subclass members purchased a product that, contrary to Purina's representations, causes harm to their dogs and caused them to incur costs and expenses as a result of the dogs' illnesses and death), Plaintiff is entitled to and brings this class action to seek all available remedies under G.L. c. 266, § 91, including injunctive relief. The injunctive relief would include an Order directing Defendant to cease its false and misleading labeling and advertising, and retrieve and destroy existing advertising to the extent reasonably possible.

### **COUNT V**

#### **Unjust Enrichment**

52. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

53. Plaintiff and the other Class members conferred a benefit upon Purina, in the form of the prices they paid for Beneful, a product which had no value and in fact caused severe injury to Plaintiff and Class members.

54. Purina had an appreciation or knowledge of the lack of value and the detriment caused by its Beneful products and the resulting excess prices paid for Beneful by Plaintiff and the other Class members, as demonstrated by the fact of numerous complaints about Beneful of which Purina was aware.

55. Purina's acceptance or retention of these benefits (in the form of excess prices paid for its Beneful Products) is inequitable under the circumstances as outlined above.

56. Plaintiff, on behalf of himself and the other members of the Class, seeks restitution or, in the alternative, imposition of a constructive trust on the funds inequitably received and retained.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass, prays for the Court to:

A. Determine that this action may be maintained as a Class action with respect to the Class identified herein; certify a class action, with respect to particular issues if appropriate; and designate and appoint Plaintiff and his counsel to serve as Class Representative and Class Counsel;

B. Enter judgment in favor of Plaintiff and the Class against Defendant Nestle Purina PetCare Company and award Plaintiff and the members of the Class restitution, disgorgement, actual, compensatory, punitive and/or exemplary damages in such amount to be determined at trial or as provided by applicable law, and attorneys' fees and costs, including pre-judgment and post-judgment interest thereon;

C. Enter a temporary, preliminary, and permanent order for injunctive relief enjoining Defendant from continuing to engage in business practices complained of herein; and

D. Provide such further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself and the members of the Class, hereby demand trial of their claims by a jury to the extent authorized by law.

DATED: February 27, 2015

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